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**UNITED STATES DISTRICT COURT FOR THE
 CENTRAL DISTRICT OF CALIFORNIA**

ANTONIO LOPEZ, individually;
 JOHANNA LOPEZ, individually; M.R.,
 by and through his guardian ad litem,
 April Rodriguez, individually and as
 successor in interest to Brandon Lopez;
 B.L. and J.L., by and through their
 guardian ad litem Rachel Perez,
 individually and as successors in interest
 to Brandon Lopez; S.L., by and through
 his guardian ad litem, Rocio Flores,
 individually and as successor in interest
 to Brandon Lopez,

Plaintiffs,

vs.

CITY OF ANAHEIM, a municipal
 corporation; CITY OF SANTA ANA;
 DAVID VALENTIN; JORGE
 CISNEROS; PAUL DELGADO;
 BRETT HEITMAN; KENNETH
 WEBER; CAITLIN PANOV; and
 DOES 1-10, inclusive,

CASE NO.: 8:22-cv-01351-JVS-ADS

**EX PARTE APPLICATION AND
 PETITION FOR APPROVAL OF
 MINORS' COMPROMISES OF
 MINOR PLAINTIFFS J.L AND
 B.L; MEMORANDUM OF POINTS
 AND AUTHORITIES IN SUPPORT
 THEREOF; EXHIBIT NOS. 1 AND
 2 THERETO**

Declaration of Kent M. Henderson and
 Declaration of Minors' Guardians,
 Rachel Perez and Exhibits thereto filed
 concurrently herewith]

[Proposed Order submitted
 concurrently herewith]

Honorable James V. Selna
 Hon. Mag. Judge Autumn D. Spaeth

**TO THE HONORABLE JAMES V. SELNA, ALL PARTIES AND TO THEIR
 ATTORNEYS OF RECORD HEREIN:**

1 **PLEASE TAKE NOTICE** that Plaintiffs J.L. and B.L., minors by and
2 through their Guardian Ad Litem, Rachel Perez, hereby petition this Court Ex Parte
3 to approve the minors' proposed compromises of their claims in this matter. The
4 details of the history of the litigation and the terms of the minors' compromises and
5 settlement are set forth in the Petition for Compromise of the Claim of Minors,
6 supporting Declarations and Exhibits attached hereto and/or filed herewith.

7 Statement of Local Rule 7-3 Compliance: Prior to filing this motion, the
8 parties conferred regarding its contents and Defense counsel, Robert R. Fabela, Esq.
9 of City of Anaheim, City Attorney's Office, has been given notice of this
10 Application and Defendants have no objection to it. Defendants and their counsel
11 have agreed to the terms of the minors' compromises and settlements, obtained the
12 necessary approvals of them and have agreed to allow Plaintiffs to seek the Order
13 Approving Minors' Compromises Ex Parte and to obtain the approval without a
14 hearing.

15 This Application is based on this Petition, the Memorandum of Points and
16 Authorities, the records and files of this Court, the attached Declaration of Kent M.
17 Henderson, the Declarations of the Guardian Ad Litem and exhibits thereto.

18
19 Dated: May 3, 2024

20
21 CARRAZCO LAW A.P.C.

22 /S/ Kent M. Henderson

23 KENT M. HENDERSON

24 Attorneys for Plaintiffs J.L. and B.L.

**EX PARTE APPLICATION AND PETITION FOR ORDER APPROVING
MINORS' COMPROMISES**

I. INTRODUCTION:

Rachel Perez, guardian *ad litem* for minor Plaintiffs J.L. and B.L., hereby submits this *ex parte* petition and proposed order for approval of the terms of the settlement of the minors' claims and the structured settlement annuity for the compromise of Plaintiffs J.L. and B.L.'s claims in this matter, and request that this Honorable Court approve of the proposed distribution of Plaintiffs J.L. and B.L. funds.

The instant claim of Plaintiffs J.L. and B.L. arose out of the officer-involved shooting death of their father, Brandon Lopez ("Mr. Lopez" or "Decedent") during an incident involving officers from The City of Anaheim (Anaheim Police Department). Plaintiffs J.L. and B.L. are two of the four of Decedent's biological children and successors in interest. The two other children of Decedent are Marcus Rodriguez, who is represented by The Law Offices of Dale K. Galipo and; S.L., a minor by and his guardian ad litem Rocio Flores who is represented by DeWitt Lacy of Burris, Nisenbaum, Curry & Lacy, are Plaintiffs in this matter. In addition to Plaintiffs J.L., B.L., S.L., and Marcus Rodriguez, the biological parents of Decedent, Antonio Lopez and Johana Lopez who are represented by DeWitt Lacy of Burris, Nisenbaum, Curry & Lacy. This settlement does not involve the biological parents of Decedent (the parents have not settled).

1 Plaintiffs and Defendants have agreed to settle the case of the settling Plaintiff
 2 which includes minors J.L. and B.L. referenced herein. The settlement has been
 3 approved by the appropriate governmental body. The settlement obligates
 4 Defendants to pay to the four (4) settling Plaintiffs and their attorneys of record a
 5 total global settlement sum of \$5,800,000.00 (\$1,450,000.00 each), with the
 6 settlement proceeds being shared 25% for each Plaintiff J.L., B.L., S.L., and Marcus
 7 Rodriguez. The settlement sum and division / distribution will be set forth to below:

10 **II. THE PROPOSED SETTLEMENT AND DISTRIBUTION**

11 **A. The Overall Settlement**

12 Plaintiffs J.L., B.L., S.L., and Marcus Rodriguez are the natural born minor
 13 sons and daughters of Decedent BRANDON LOPEZ. The instant claims of J.L.,
 14 B.L., S.L., and Marcus Rodriguez arise from the fatal shooting of the minors' father
 15 by CITY OF ANAHEIM Police Officers PAUL DELGADO, BRETT HEITMAN,
 16 KENNETH WEBER, AND CATLIN PANOV (hereinafter sometimes referred to as
 17 "APD OFFICERS) on September 28, 2021. The claims by minor Plaintiffs J.L. and
 18 B.L. include against the individual officers for violation of Federal Civil Rights
 19 under color of law (42 U.S.C. Section 1983) under the Fourth Amendment
 20 (Excessive force) and J.L. and B.L. also timely presented Government Claims and
 21 filed wrongful death claims based on Battery and Negligence against all Defendants.

22 The minor Plaintiffs in this petition are:

- 23 1. J.L. (current Age: 13 years old; Date of Birth [12-1-2010]), Guardian Ad
- 24 Litem: Rachel Perez (mother); and

2. B.L. (current Age: 15 years old; Date of Birth [03-04-2009]), Guardian
Ad Litem: Maria Rosas (mother).

The overall total settlement regarding minors J.L. and B.L. is that Defendants will pay \$2,900,000.00 gross total settlement to minor Plaintiffs J.L. and B.L. and their respective counsel, and in exchange for said settlement payment, Plaintiffs J.L. and B.L. will dismiss their claims in the current action. The breakdown of the settlement proceeds is set forth below.

B. The Proposed Settlement Distribution regarding minors J.L. and B.L.

The overall \$2,900,000.00 gross settlement as to minor Plaintiffs J.L. and B.L. will be distributed as follows:

1. Minor Plaintiff J.L. Total Gross Settlement: \$1,450,000.00 -- (25% of the overall gross settlement of all settling Plaintiffs). Attorneys' fees \$362,500.00 (25%). Litigation (including expert) costs: \$3,859.62 (Pro-rata 25% of total costs). Net to Minor J.L. (to fund structure/annuity): \$1,083,640.38. [1,450,000.00 - 362,500.00 - 3,859.62 = \$1,083,640.38].

2. Minor Plaintiff B.L. Total Gross Settlement: \$1,450,000.00 -- (25% of the overall gross settlement of all settling Plaintiffs). Attorneys' fees \$362,500.00 (25%). Litigation (including expert) costs: \$3,859.62 (Pro-rata 25% of total costs). Net to Minor B.L. (to fund structure/annuity): \$1,083,640.38. [1,450,000.00 - 362,500.00 - 3,859.62 = \$1,083,640.38].

1 The Net Proceeds of the Settlements (after attorneys' fees and costs) will be
2 distributed as follows:

3 1. As to **Minor Plaintiff J.L.**, the net \$1,083,640.38 will be payable to
4 "Prudential Assigned Settlement Service Corporation" to fund a structured
5 settlement annuity with a payout schedule as follows:
6

7 **Payable to Rachel Perez guardian ad litem For the Beneift of J.L.**
8 **Monthly Income**
9

10 Commencing on (07/15/2024)

11 \$ 2,000.00 payable monthly for 4 years and 5 months. Last Guaranteed
12 payment on 11/15/2028

13 **Payable to J.L.**

14 Commencing at 18 (12/01/2028)

15 \$4,953.42 payable monthly for life, guaranteed for 25 years & Life.

16 The expected payout of this structured settlement annuity is \$1,592,026.00.
17 The structured settlement annuity for J.L. is with Prudential Insurance Company of
18 America which is rated A+ XV A.M. Best's Credit Ratings (See Henderson Dec.,
19 para. 29 and Exhibit No. 1 hereto).

20
21 2. As to **Minor Plaintiff B.L.**, the net \$1,083,640.38 will be payable to
22 "Prudential Assigned Settlement Service Corporation" to fund a structured
23 settlement annuity with a payout schedule as follows:
24

25 **Payable to Rachel Perez guardian ad litem For the Beneift of B.L.**
26 **Monthly Income**

27 Commencing on (07/15/2024)

28 \$ 2,000.00 payable monthly for 2 years and 8 months. Last Guaranteed
payment on 02/15/2027

Payable to B.L.

Commencing at 18 (03/04/2027)

\$4,626.18 payable monthly for life, guaranteed for 25 years & Life.

The expected payout of this structured settlement annuity is \$1,451,854.00. The structured settlement annuity for B.L. is with Prudential Insurance Company of America which is rated A+ XV A.M. Best's Credit Ratings (See Henderson Dec., para. 29 and Exhibit No. 2 hereto).

C. Description of the Attorneys' Fees and Costs

The extensive litigation included: CARRAZCO LAW A.P.C. (hereinafter Carrazco Law) were substituted in the case by replacing the Law Offices of Dale K. Galipo. Carrazco Law, A.P.C. represented plaintiffs in Mediation. (See Henderson Dec. filed herewith).

Additionally, Carrazco Law, A.P.C. assisted the Law offices of Dale K. Galipo with extensive litigation by obtaining the records and responding to written discovery, propounded written discovery and drafting Motions, obtained the autopsy and autopsy photographs, conducted additional investigation, advised clients and attended settlement conferences at district court, prepared additional paperwork and prepared the current petitions.

The attorneys' fees are being charged at 25% (\$362,500.00 each minor) as allowed under the Carrazco Law, A.P.C. retainer agreements and given the special skill and difficult nature of these type of civil rights cases.

Carrazco Law, A.P.C. expended and advanced \$7,719.24 in total costs in this case (comprised of \$3,859.62 (each minor) [including costs of previous counsel] in litigation costs [filing fees, deposition transcript costs, copies of records, etc.] (See

Henderson Dec.).

The settlement includes a Qualified Assignment/structured settlement annuity with payment schedules for periodic payments for two of the minor Plaintiffs (J.L. and B.L.). The \$5,800,000.00 overall global settlement as to all settling Plaintiffs is inclusive of all attorney's fees and costs of litigation. The proposed settlement distribution for Minor Plaintiff's J.L. and B.L. of the net settlement amounts is set forth above.

TOTALS:

Therefore, Minor Plaintiffs J.L. and B.L. hereby requests an order directing disbursements to be made from the settlement proceeds as follows:

Check No./ Payable to	Amount
1.	\$1,083,640.38
Prudential Assigned Settlement Service Corporation (Annuity Draft/Annuity Company) [for J.L. settlement]	
2.	\$1,083,640.38
Prudential Assigned Settlement Service Corporation (Annuity Draft/Annuity Company) [for B.L. settlement]	
3. Carrazco Law A.P.C.	\$732,719.24
(Attorneys' fees and reimbursed litigation costs for both minor Plaintiffs J.L. and B.L.)	
TOTAL:	\$2,900,000.00

1 II. DISCUSSION

2 A. Procedural Framework

3 District courts have a special duty, derived from Federal Rule of Civil
4 Procedure 17(c), to safeguard the interests of litigants who are minors. Rule 17(c)
5 provides, in relevant part, that a district court "must appoint guardian ad litem-or
6 issue another appropriate order-to protect a minor or incompetent person who is
7 unrepresented in an action." Fed.R.Civ.P. 17(c). In general, all transactions
8 involving the claims of minors and their proceeds are subject to court approval.
9

10 The Local Rules provide the applicable procedural framework. Local Rule
11 17-1.2 provides that no claim involving a minor "shall be settled, compromised, or
12 dismissed without leave of the Court embodied in an order, judgment, or decree."
13 Local Rule 17-1.3 provides that "[i]nsofar as practicable, hearings on petitions to
14 settle, compromise or dismiss a claim in an action involving a minor or incompetent
15 person shall conform to California Code of Civil Procedure Section 372 and
16 California Rule of Court 3.1384."
17

18 These code sections refer to the requirement of court approval and incorporate
19 other rules requiring disclosure of various pertinent facts. California Rule of Court
20 3.1384 provides that "[a] petition for court approval of a compromise or covenant
21 not to sue under Code of Civil Procedure section 372 must comply with rules 7.950,
22 7.951, and 7.952." Finally, Local Rule 17-1.5 provides that in all cases involving
23 the claims of minors, "the Court shall fix the amount of attorney's fees." This
24 application also requests that the Court fix the amount of attorneys' fees at the
25
26
27
28

1 amounts set forth above.

2 **B. Disclosures pursuant to California Rule of Court 7.950**

3 1. Petitioner Rachel Perez is the Guardian Ad Litem for her son, Plaintiff
4 J.L.
5

6 2. Petitioner Rachel Perez is the Guardian Ad Litem for her daughter,
7 Plaintiff B.L.
8

9 4. The claimants J.L. and B.L. are minor children of the decedent
10 BRANDON LOPEZ in this case.

11 5. The Minor J.L.'s gender is male, and he was born on December 1,
12 2010. J.L. is currently 13 years old.
13

14 6. The Minor B.L.'s gender is female, and she was born on March 4,
15 2009. B.L. is currently 15 years old.
16

17 8. The nature of J.L. and B.L.'s claims in this lawsuit are set forth in the
18 operative Second Amended Complaint [Doc. 71, filed 06/28/2022] filed in this
19 action. Plaintiffs J.L and B.L. brought claims for the loss of the love, aid, comfort,
20 society, affection, guidance, etc. of their father under state law (Battery and
21 Negligence) and for the conscious pain and suffering of Decedent under Federal
22 Law. Plaintiffs J.L. and B.L. reached a settlement of this matter.
23

24 9. Plaintiffs J.L. and B.L.'s damages in this case arise from (1) their
25 individual loss of their father's comfort, care, companionship, training, support, and
26 guidance and (2) the conscious pain and suffering of Decedent under Federal Law.
27
28 (Henderson Dec. para. 32).

1 10. Medical treatment is not relevant. Plaintiffs J.L. and B.L. have not
2 received medical treatment in connection with this case.

3 11. Medical billing is not relevant. Plaintiffs J.L. and B.L. have not
4 received medical treatment in connection with this case.

5
6 12. The total gross amount of J.L. and B.L.'s portion of the \$5,800,000.00
7 global settlement of all settling Plaintiffs is \$1,450,000.00 (25% each). Minor
8 Plaintiff J.L. is receiving: \$1,450,000.00 gross settlement (25% of total global
9 settlement). Minor Plaintiff B.L. is receiving \$1,450,000.00 gross settlement (25%
10 of total global settlement). (Henderson Dec. para. 33).

11
12 13. The net proceeds for J.L are \$1,083,640.38. \$362,500.00 were
13 deducted for attorneys' fees (25%) and \$3,859.62 was deducted for costs (25%
14 proportional share of overall costs). [$\$1,450,000.00 - \$362,500.00 - \$3,859.62 =$
15 $\$1,083,640.38$]. (Henderson Dec. para. 34).

16
17
18 14. The proceeds for B.L. are \$1,083,640.38. \$362,500.00 were deducted
19 for attorneys' fees (25%) and \$3,859.62 was deducted for costs (25% proportional
20 share of overall costs). [$\$1,450,000.00 - \$362,500.00 - \$3,859.62 =$
21 $\$1,083,640.38$]. (Henderson Dec. para. 35).

22
23 16. The net proceeds for J.L. of \$1,083,640.38 will be used to fund a
24 structured settlement/annuity to be distributed over time that will have two aspects.
25 There will be monthly income commencing on July 15, 2024 of \$2,000.00 monthly
26 payable to Rachel Perez guardian ad litem For the Benefit of J.L. (full name to be
27 used in Order) for four years and five months. Once J.L. reaches the age of 18 there
28

1 will be a new monthly income rate of \$4,953.42 paid to J.L. for 25 years or life
2 guaranteed with the expected payout of this structured settlement annuity is
3 \$1,592,026.00. (Henderson Dec. para. 36, Declaration of GAL Rachel Perez and
4 Exhibit No. 1).
5

6 17. The net proceeds for B.L. of \$1,083,640.38 will be used to fund a
7 structured settlement/annuity to be distributed over time that will have two aspects.
8 There will be monthly income commencing on July 15, 2024, of \$2,000.00 monthly
9 payable to Rachel Perez guardian ad litem For the Benefit of B.L. (full name to be
10 used in Order) for two years and eight months. Once B.L. reaches the age of 18
11 there will be a new monthly income rate of \$4,626.18 annually paid to B.L. for 25
12 years or life guaranteed with the expected payout of this structured settlement
13 annuity is \$1,451,854.00. (Henderson Dec. para. 37, Declaration of GAL Rachel
14 Perez and Exhibit No. 2).
15
16
17

18 18. Attached as "Exhibit No. 1" to this petition is a structured settlement
19 annuity regarding minor Plaintiff J.L. with a payment schedule which is
20 incorporated herein in its entirety by reference. J.L.'s Guardian ad Litem agrees to
21 this structure and believes that it is in the best interests of her son, J.L.
22

23 19. Attached as "Exhibit No. 2" to this petition is a structured settlement
24 annuity regarding minor Plaintiff B.L. with a payment schedule which is
25 incorporated herein in its entirety by reference. B.L.'s Guardian ad Litem agrees to
26 this structure and believes that it is in the best interests of her daughter, B.L.
27
28

20. The moving Guardian ad Litem Rachel Peres does not have any claims

1 against the minor plaintiffs in connection with the subject incident.

2 21. California Welfare and Institutions Code Section 14124.73 does not
3 apply.

4
5 22. This motion does not seek an order for payment of money to a special
6 needs trust for minors J.L. or B.L. (Henderson Dec., para. 38).

7 **C. Disclosures pursuant to California Rule of Court 7.951**

8
9 1. This petition was prepared by Carrazco Law, A.P.C. located at 18301
10 Irvine Blvd. Tustin, CA 92780.

11 2. Carrazco Law A.P.C. did not become concerned with this matter at the
12 instance of any party against whom the claim of said minor is asserted. (Henderson
13 Dec. para. 40).

14
15 3. Carrazco Law A.P.C. represents Plaintiffs J.L. and B.L. but are not
16 employed by any other party or any insurance carrier involved in the matter.
17 (Henderson Dec. para. 41).

18
19 4. Carrazco Law A.P.C. has not to date received any compensation for
20 services in connection herewith from any person. (Henderson Dec., para. 42).

21
22 5. Carrazco Law A.P.C. accepted this engagement for a contingency fee,
23 plus reimbursement for any costs advanced. The retainer agreement provides for a
24 25 percent attorney fee recovery if the matter concludes after commencement of a
25 lawsuit. The retainer agreement also provides that the 25 percent retainer is in
26 addition to any attorneys' fees awarded under Section 1988. Plaintiffs' counsel is
27 taking a 25% attorneys' fee in this matter. (Henderson Dec. para. 43). The
28

1 attorneys' fees total \$725,000.00 (\$362,500.00 each minor) and the costs total
2 \$7,719.24 (\$3,859.62 each minor) The attorneys' fees will be paid \$725,000.00 and
3 \$7,719.24 costs will be paid by check in the amount of \$732,719.24.

4
5 **D. Special Needs Trust for D.C.G. Settlement**

6 Plaintiffs' J.L. and B.L. do not require a special needs trust. (Henderson
7 Dec., para. 38).

8
9 **E. Petitioners' Endorsement**

10 Petitioner has made a careful and diligent inquiry and investigation to
11 ascertain the facts relating to the incident giving rise to the minors' claims, the
12 parties responsible for the incident, and the nature, extent and seriousness of the
13 minors' claims. Petitioner further understands the transactions proposed in this
14 petition, and requests that the Court approve it.

15
16
17 Petitioner recommends these transactions and the proposed distribution to the
18 Minors J.L., and B.L. to the Court as being fair, reasonable, and in the best interests
19 of Minors J.L., and B.L., and request the Court approve them and make such other
20 and further orders as may be just and reasonable.

21
22 Petitioner specifically requests that the Court enter an order approving the
23 proposed annuities described in Exhibit Nos. 1 and 2. Petitioner submits that these
24 disbursements are reasonable and in their respective mother's, son's and daughter's
25 best interests, and request that the Court approve them and make such other and
26 further orders as may be just and reasonable.

27
28 ///

F. Attorneys' fees and Minor Plaintiffs

Local Rule 17-1.5 provides that in all cases involving the claims of minors, "the Court shall fix the amount of attorney's fees." See also Local Rule 83-5.3 (identical rule effective June 1, 2012, superseded by current rule). The attorneys' fees that are requested to be approved represent an amount due under the existing retainer agreement, 25%.

This case involved a substantial amount of risk, a great deal of work and was vigorously litigated by a hardworking team of attorneys from Carrasco Law A.P.C., Law Offices Dale K. Galipo, and Burris, Nisenbaum, Curry & Lacy. Plaintiffs' counsel obtained outstanding results for their clients in this case. As a result of the attorneys' efforts, J.L. and B.L. will enjoy net payments of \$3,043,880.00 [1,592,026.00 (J.L.) + \$1,451,854.00 (B.L.)] (the total of the annuities expected payouts and settlement payment) spread throughout their lives. As a result of the work of Plaintiffs' counsels the City of Anaheim and Anaheim Police Officers responsible for their father's death was the subject of an important civil rights settlement, which (it is hoped) will deter future police misconduct of this kind. Put simply, the result in this case served the public interest.

If J.L. and B.L.'s counsel were not awarded a compensatory fee in such cases, then this would discourage similarly situated attorneys from taking these types of cases. Specifically, it would provide a disincentive for skilled attorneys to take cases involving minor plaintiffs, which if anything requires a higher level of legal expertise and experience than cases involving adult plaintiffs. Minor plaintiffs, such

1 as J.L. and B.L. would not be able to attract competent counsel who could achieve
2 similar results. Accordingly, Plaintiffs J.L., B.L.'s attorneys request the approval of
3 the requested attorneys' fees and costs as to J.L. and B.L..
4

5 **III. CONCLUSION**

6 For the reasons above, the Court should enter the [Proposed] Order
7 Approving Minors Compromise for Minors J.L. and B.L. submitted concurrently
8 herewith.
9

10 Dated: May 3, 2024
11

12 CARRAZCO LAW, A.P.C.
13

14
15 /S/ Kent M. Henderson

16 KENT M. HENDERSON

17 Attorneys for Plaintiffs J.L., and B.L.
18
19

20 ENDORSEMENT OF PETITION: I, Rachel Perez, as Guardian Ad Litem of my
21 son, J.L., and my daughter B.L., have reviewed the foregoing Petition for Approval
22 of Minors' Compromise and I know and approve of its contents.
23
24

25 DATED: May 3, 2024

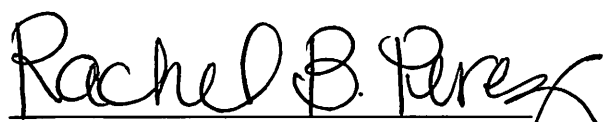
26 
27 Rachel Perez, as Guardian ad Litem
28 of J.L. and B.L.

EXHIBIT NO. 1

Minor's Compromise Addendum

For

J [REDACTED] L [REDACTED]

\$1,083,640.38 is to be used, with the court's permission, to purchase an annuity, in which Prudential Assigned Settlement Services Corporation will provide for the following Periodic Payments to be made by The Prudential Insurance Company of America, rated A+XV by A.M. Best.

Assignor/Defendant agrees to make the periodic payments set forth in section (a), herein below. All sums constitute damages on account of personal injuries arising from an occurrence within the meaning of Section 104(a)(2).

a) The periodic payment schedule for J [REDACTED] L [REDACTED] is as follows:

Periodic Payments payable to Rachel Perez guardian ad litem FBO J [REDACTED] L [REDACTED]

Monthly Certain Income

Commencing on 07/15/2024

\$2,000.00 payable monthly for 4 years and 5 months

Last guaranteed payment on 11/15/2028

Periodic Payments payable to J [REDACTED] L [REDACTED]

Monthly Lifetime Income

Commencing at age 18 (12/01/2028)

\$4,953.42 payable monthly for life

Guaranteed for 25 years & life

Total Guaranteed Payout: \$1,592,026.00

Claimant acknowledges and agrees that the Defendant and/or the Insurer may make "qualified assignment" within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of the Defendant's and/or the Insurer's liability to make the periodic payments required herein. Any such assignment, if made, shall be accepted by the Claimant without right of rejection and shall completely release and discharge the Defendant and the Insurer from such obligations hereunder as are assigned to Prudential Assigned Settlement Services Corporation (hereinafter "Assignee"). The Claimant recognizes that, in the event of such an assignment, the Assignee shall be their sole obligor with respect to the obligations assigned, and that all other releases that pertain to the liability of the Defendant and the Insurer shall thereupon become final, irrevocable and absolute.

EXHIBIT NO. 2

Minor's Compromise Addendum

For

B [REDACTED] L [REDACTED]

\$1,083,640.38 is to be used, with the court's permission, to purchase an annuity, in which Prudential Assigned Settlement Services Corporation will provide for the following Periodic Payments to be made by The Prudential Insurance Company of America, rated A+XV by A.M. Best.

Assignor/Defendant agrees to make the periodic payments set forth in section (a), herein below. All sums constitute damages on account of personal injuries arising from an occurrence within the meaning of Section 104(a)(2).

a) The periodic payment schedule for B [REDACTED] L [REDACTED] is as follows:

Periodic Payments payable to Rachel Perez guardian ad litem FBO B [REDACTED] L [REDACTED]

Monthly Certain Income

Commencing on 07/15/2024

\$2,000.00 payable monthly for 2 years and 8 months

Last guaranteed payment on 02/15/2027

Periodic Payments payable to B [REDACTED] I [REDACTED]

Monthly Lifetime Income

Commencing at age 18 (03/04/2027)

\$4,626.18 payable monthly for life

Guaranteed for 25 years & life

Total Guaranteed Payout: \$1,451,854.00

Claimant acknowledges and agrees that the Defendant and/or the Insurer may make "qualified assignment" within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of the Defendant's and/or the Insurer's liability to make the periodic payments required herein. Any such assignment, if made, shall be accepted by the Claimant without right of rejection and shall completely release and discharge the Defendant and the Insurer from such obligations hereunder as are assigned to Prudential Assigned Settlement Services Corporation (hereinafter "Assignee"). The Claimant recognizes that, in the event of such an assignment, the Assignee shall be their sole obligor with respect to the obligations assigned, and that all other releases that pertain to the liability of the Defendant and the Insurer shall thereupon become final, irrevocable and absolute.